



Contract Number

19-848

SAP Number

### Department of Public Health

Department Contract Representative Telephone Number Lisa Ordaz 909-388-0222

Contractor University of Southern California
Contractor Representative Mark K. Todd
Telephone Number (323) 442-2850
Contract Term 12/18/2019 – 11/30/2024
Original Contract Amount 0
Amendment Amount 0
Total Contract Amount 0
Cost Center Non-Financial

IT IS HEREBY AGREED AS FOLLOWS:

This Agreement is entered into by and between the County of San Bernardino, hereinafter referred to as "County," on behalf of the Department of Public Health, hereinafter referred to as the "Department," and University of Southern California, hereinafter referred to as "Organization."

WHEREAS, the Organization has the need of additional facilities or activities for public health field experiences for students, instructors, staff, interns, or fellows, hereinafter referred to as "Learners," and

WHEREAS, the Department operates a site which is suitable for the public health training of Learners; and

WHEREAS, it is of mutual benefit to the parties that the Learners use the facilities and/or participate in activities of the Department for their learning experience;

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

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## **I. DEPARTMENT RESPONSIBILITIES**

### **Department shall:**

1. Permit access for Learners to facilities as necessary to participate in public health activities and field experiences so long as such access does not interfere with the regular activities of the Department.
2. Designate appropriate personnel to coordinate the Learners' public health experiences and inform them of all applicable policies and regulations of the Department.
3. Provide, when possible, a reasonable amount of space for Learners who are taking part in the experiences, including suitable space for daily administrative responsibilities, lectures, storage of instructional material, or otherwise specified items.
4. Permit and encourage employees of the Department to participate in the instructional phase of the experiences.
5. When practical, permit the Department's management or other designated personnel to attend meetings of the Organization's faculty, management or any committee thereof, to coordinate the experiences provided under this Agreement.
6. Provide Learners with a general orientation to the Department's organizational structure, services, and relevant policies and procedures.
7. Recommend to the Organization the withdrawal of a Learner for reasons including, but not limited to: (a) the achievement, progress, adjustment or health of the Learner does not warrant a continuation at the Department, or (b) the behavior of the Learner fails to conform to the applicable regulations of the Department.
8. Reserve the right, exercisable in its discretion after consultation with the Organization, to exclude any Learner from its facilities in the event that such person's conduct or state of health is deemed objectionable or detrimental in accordance with the policies and procedures of the Department.
9. Limit the number of Learners as necessary to ensure Department operations are not impacted, that adequate Department oversight is available, and that a quality experience for Learners is provided.
10. Be responsible for costs incurred in fingerprinting scans and California Department of Justice Clearance for any Learners under this Agreement.

## **II. ORGANIZATION RESPONSIBILITIES**

### **Organization shall:**

1. Designate a member of faculty or management who shall serve as a Coordinator and be responsible for planning and coordinating the activities and assignments of the Learners with the personnel designated by the Department.
2. Provide the names of Learners, who are pre-registered, with sufficient time to allow convenient planning of schedules. Learners assigned for public health experiences at the Department shall be subject to the supervision and direction of the Department.
3. Provide and maintain the records and reports of its Learners during their public health experiences.
4. Require every Learner to conform to all applicable Department policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the Organization and the Department.
5. Provide the Department, upon written request, verification of the immunization, diagnostic tests and examinations performed to document Learners' freedom from communicable disease as required by the Department policy prior to start date of assignment to the Department.

6. Warrant that Learners have been provided with information and education necessary to enable them to function safely and effectively. As applicable, this will include, but is not limited to, safety, use of hazardous materials, prevention of infections (including tuberculosis and blood borne pathogens), prevention of violence, and confidentiality of patient information including relevant training on the Health Insurance Portability and Accessibility Act (HIPAA) and California Medical Information Act (CMIA). These requirements may be updated periodically as required by the Department policy or the requirements of external regulating agencies. Documentation of such training will be provided to the Department upon request.
7. Ensure Learners are informed that they are required to submit to fingerprinting scan by the County Sheriff's Department in order for the Learners to obtain clearance from the California Department of Justice prior to assignment to the Department.
8. In consultation and coordination with the Department, arrange for periodic conferences between appropriate representatives of the Organization and the Department to evaluate Learners' experiences provided under this Agreement.
9. Work in coordination with DPH to withdraw any Learner that DPH determines should no longer participate in public health activities and field experiences.

### III. INSURANCE

1. Learners participating in the Program at the Department's sites are not officers, employees, agents, or volunteers of the School or the Department, and as such, the County's workers compensation benefits are not extended to Student. Organization agrees that the Department is not to assume, nor shall it assume by this Agreement, liability under any applicable Workers' Compensation Law for, by, or on behalf of any Learners while on or off the premises of Department performing any duty under the terms of this Agreement.
2. Organization agrees to maintain insurance policies or a self-insurance program in amounts sufficient to satisfy its indemnification obligations set forth in Section III and IV of this Agreement, and to provide proof of such coverage at the request of the Department.
3. Contractor agrees to and shall comply with the following indemnification and insurance requirements:
  - a. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
  - b. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
  - c. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents

from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

- d. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- e. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
- f. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- g. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
- h. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.
- i. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
- j. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- k. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

1. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
  - (b) Products and completed operations.
  - (c) Broad form property damage (including completed operations).
  - (d) Explosion, collapse and underground hazards.
  - (e) Personal injury.
  - (f) Contractual liability.
  - (g) \$2,000,000 general aggregate limit.
2. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.  
  
If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.  
  
If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
  3. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
  4. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

#### **IV. TERM AND TERMINATION**

This Agreement shall be effective for a five (5) year term, commencing on December 18, 2019 and ending on November 30, 2024.

However, this Agreement may be terminated at any time, with or without cause, by either party after giving the other party thirty (30) days advance written notice of its intention to terminate. Any such termination by the Department shall not be effective, at the election of the Organization, as to any Learner(s) who, at the date of mailing of said notice by the Department, was participating in said program, until such Learner(s) has completed the program for the then current academic term.

When notices are required to be given pursuant to this Agreement, the notices shall be in writing and sent by registered mail to the following respective addresses listed below.

Organization: University of Southern California  
Department of Occupational Science and Therapy  
1540 Alcazar Street, CHP -133  
Los Angeles, CA 90089-9003

Department: County of San Bernardino  
Department of Public Health  
351 North Mountain View Avenue, Third Floor  
San Bernardino, CA 92415-0010

#### **V. MODIFICATION**

This Agreement may only be altered, changed, or amended by mutual agreement of the parties in writing.

#### **VI. GOVERNING LAW**

This Agreement is made and entered into the State of California and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

#### **VII. ATTORNEY'S FEES AND COSTS**

In any legal action to enforce or declare any party's rights hereunder, each party, including the prevailing party, shall bear its own costs and attorneys' fees. This section shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under the indemnification requirement of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

COUNTY OF SAN BERNARDINO

▶ *Curt Hagman*  
Curt Hagman, Chairman, Board of Supervisors

Dated: DEC 17 2019  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Monell*  
Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino  
Deputy



University of Southern California  
(Print or type name of corporation, company, contractor, etc.)

By ▶ *Mark K. Todd*  
(Authorized signature - sign in blue ink)

Name Mark K. Todd  
(Print or type name of person signing contract)

Title Vice Provost for Academic Operations  
(Print or Type)

Dated: 12/3/19

Address 1540 E. Alcazar Street/CHP-133  
Los Angeles, CA 90089-9003

UNIVERSITY OF SOUTHERN CALIFORNIA

Name *Michael S Simpson*  
Michael S. Simpson, PT, DPT, CCS

Title Director of Clinical Education  
(Print or Type)

Dated 11/13/2019

Name *Julie McLaughlin Gray*  
Julie McLaughlin Gray, Ph.D., OTR/L, FAOTA

Title Associate Chair of Curriculum and Faculty  
(Print or Type)

Dated 11/19/2019

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ *Adam Ebricht*  
Adam Ebricht, County Counsel

Date 12/6/19

Reviewed for Contract Compliance

▶ *Jennifer Mulhall-Daudel*  
Jennifer Mulhall-Daudel, HS Contracts

Date 12/9/19

Reviewed/Approved by Department

▶ *Trudy Raymundo*  
Trudy Raymundo, Director

Date 12/9/19